

AMENDMENT NO. 1
CONTRACT NO. 455-19-9003 FOR
INSPECTION ENFORCEMENT TRACKING AND REPORTING SYSTEM
BETWEEN
THE RAILROAD COMMISSION OF TEXAS AND
SENSE CORP

THIS AMENDMENT NO. 1 to Contract No. 455-19-9003 ("Contract") is entered into by and between the State of Texas acting through the Railroad Commission of Texas ("RRC"), located at 1701 N. Congress Ave., Austin, Texas and Sense Corp. ("Vendor"), located at 2500 Bee Caves Road, Building Two, Suite 220, Austin, Texas (individually "Party"; collectively, "Parties").

WHEREAS, SECTION 7.08 of the Contract provides the Parties may amend the Contract through written agreement; and

WHEREAS, RRC identified a need for Vendor to design and provide in scope enhancements for Phase 2 of the project based on information gathered during Phase 1; and as a result of discussions and negotiations, the Parties agreed to Vendor's proposed approach to Phase 2 and Vendor's revised terms and assumptions, as provided in Attachment 1; and

WHEREAS, the Parties desire to amend the Contract terms to their mutual benefit to reflect the changed circumstances.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

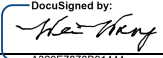
- I. **SECTION 1.01. SERVICES REQUIRED.**, subparagraph a., is deleted in its entirety and replaced with the following: a. This Contract No. 455-19-9003 as amended;
- II. **Section 3.01. CONTRACT LIMIT FEES AND EXPENSES.**, is deleted in its entirety and replaced with the following:

3.01. CONTRACT LIMIT FEES AND EXPENSES. The total amount of fees to be paid under this contract by RRC to Contractor through the total Contract Term (Original Term plus extended terms, if any) shall not exceed **FIVE MILLION THREE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SEVENTY-NINE DOLLARS AND ZERO CENTS (\$5,313,679.00)**, the total of which includes the addition of **FOUR HUNDRED SIXTY-SIX THOUSAND THREE HUNDRED NINETY-SEVEN DOLLARS AND ZERO CENTS (\$466,397.00)**, plus the original not-to-exceed total Contract amount of **FOUR MILLION EIGHT HUNDRED FORTY-SEVEN THOUSAND TWO HUNDRED EIGHTY-TWO DOLLARS AND ZERO CENTS (\$4,847,282.00)**. This Contract not-to-exceed amount may be changed only through written Amendment to the Contract, fully executed prior to expiration of the Contract Term.

Except as expressly amended above, all provisions of the Contract remain in full force and effect. In the event of a conflict among provisions of the Contract, the order of precedence shall be: this Amendment No. 1; and then the original Contract in accordance with section **1.03. ORDER OF PRECEDENCE.**, therein.

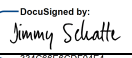
IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment No. 1 to the Contract to be effective as of the date of the last Party's signature hereto. By signatures below, each signatory represents and warrants that they have the authority to amend the Contract on behalf of the respective Party.

RAILROAD COMMISSION OF TEXAS

By: 
Wei Wang,
Executive Director

Date of Execution: 10/18/2019

SENSE CORP


By: 
James Schatte
Senior Vice-President, Public Sector

Date of Execution: 10/18/2019

RRC use only below this line.

Div. Director:  10/17/2019

CM COO:  10/17/2019

OGC:  10/17/2019 (Approved as to form only)